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RECORDATION NO. 30651-A FILED

FEB 27 '13 -1 34 PM

SURFACE TRANSPORTATION BOARD

February 21, 2013

Surface Transportation Board  
Section of Administration  
395 E Street, SW  
Washington, D C. 20423-0001

Dear Sir or Madam,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Collateral Assignment of Lease, dated as of January 21<sup>st</sup>, 2013. Please record as primary recordation.

The names and addresses of the parties to the enclosed document are.

Assignor.

Everest Railcar Services, Inc  
2704 S.E. Otis Corley Drive, Suite 4  
Bentonville, AR 72712

Assignee

United Bank  
2600 S Thompson  
Springdale, AR 72764

A description of the railroad equipment covered by the enclosed document is:  
Identified in Exhibit A attached hereto.

Also enclosed is a check in the amount of \$42.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Respectfully,

Miranda Lougee  
AVP/Loan Operations Manager  
479.872.3913 Direct  
479.263.0607 Mobile  
[Miranda.lougee@united-bk.com](mailto:Miranda.lougee@united-bk.com)

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SURFACE TRANSPORTATION BOARD

**MEMORANDUM OF (COLLATERAL) ASSIGNMENT OF LEASE**

The Memorandum of (Collateral) Assignment of Lease is hereby entered into as of the 21<sup>st</sup> day of January, 2013, by and between United Bank, Springdale, Arkansas, a Federally Chartered Bank ("Bank"), and Everest Railcar Services, Inc., an Arkansas Corporation ("Assignor")

WITNESSETH:

1 The Assignor hereby assigns, transfers and sets over unto Bank, all of the Assignor's right, title and interest (but not its obligations) in certain leases, hereinafter described in paragraph 2 infra, and any other Equipment Riders and schedules thereto (together, the "Lease", whether one or more) and all rents and other sums due thereunder, and all proceeds there from with respect to those certain railcars identified on the attached Exhibit 'A' hereto ("Railcars"), and all rents, renewal rents, proceeds of the settlement for the Railcars which are lost, destroyed or damaged beyond repair and all sums due and to become due under and pursuant to or by reason of the Lease, as well as any and all subleases of the Railcars

2 The Assignor has assigned its interest, as set forth in paragraph 1 supra, in the following lease:

- A). Schedule No. 01 (the "Schedule") with respect to that certain "Master Lease" Agreement No. 0808 dated September 24, 2008 (the "Lease")
- B). Schedule No. 01 (the "Schedule") with respect to that certain "Master Lease" Agreement No. Tech 1108 dated November 6, 2008 (the "Lease")
- C). Schedule No. 04 (the "Schedule") with respect to that certain "Master Lease" Agreement No. Tech 1108 dated February 11, 2011 (the "Lease")

3. This assignment is given and intended as continuing collateral for the payment of the indebtedness of the Assignor (as "Grantor") to Bank (as "Lender") as provided for in the Security Agreement dated the 21<sup>st</sup> day of January, 2013 (the "Agreement"), including but not limited to any and all promissory notes executed thereunder (the "Promissory Notes"), including any and all interest thereon and expenses therefore and any and all extensions and/or renewals of the referenced indebtedness, whether such indebtedness shall at any time or from time to time have been reduced or paid in full and thereafter increased or incurred, and no renewal of, or extension of time of payment of the subject indebtedness or any part thereof, and no agreement not to sue or release or discharge of any persons liable therefore or thereon, or release or exchange

of other collateral or any act or thing whatsoever shall diminish, discharge, impair or affect this Assignment or the security afforded hereby, save payment in full by the Assignor to Bank of any and all indebtedness of the Assignor to Bank arising under the Agreement and the Promissory Note, while no default exists under any of the other provisions thereof. If such payment in full is made by the Assignor while no such default exists or is any such payment in full is made while any default exists and all such defaults are subsequently corrected by the Assignor, the Assignor shall be entitled to have the Assignment discharged.

4. Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. This Memorandum of Assignment of Lease may be executed in any number of counterparts, each executed counterpart constituting an original but together only one memorandum of Assignment of Lease

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers as of the date and year first above written

EVEREST RAILCAR SERVICES, INC., Assignor

  
Steven J Hendricks, President

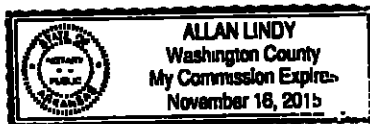
UNITED BANK, Assignee

  
Tony Kuchenchai, Senior Vice President

STATE OF ARKANSAS  
COUNTY OF

The foregoing Assignment of Lease was acknowledged before me this 21<sup>st</sup> day of January, 2013, by Steven J Hendricks, President of Everest Railcar Services, Inc

  
Notary Public



STATE OF ARKANSAS  
COUNTY OF *Washington*

The foregoing Assignment of Lease was acknowledged before me this 21<sup>st</sup> day of January, 2013, by Tony Kachenchai, a Senior Vice President of United Bank.

Amanda D. Pollock

Notary Public



**EXHIBIT A**  
**Car List and ID Numbers**

EAMX 500

EAMX 501

EAMX 502

EAMX 503

EAMX 504

EAMX 505

EAMX 506

EAMX 507

EAMX 508

EAMX 509

EAMX 510

EAMX 511

EAMX 512